

22852
PATENT TRADEMARK OFFICE

PATENT
Attorney Docket No. 1142.0081-03

#17

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Kathleen H. Young et al.)
Application No.: 09/556,390) Group Art Unit: 1636
Filed: April 24, 2000)
For: NOVEL CELL SYSTEMS) Examiner: B. Loeb
HAVING SPECIFIC)
INTERACTION OF PEPTIDE)
BINDING PAIRS)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

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TECH CENTER 1600/2900

TERMINAL DISCLAIMER

Assignee, American Cyanamid Company, duly organized under the laws of Maine and having its principal place of business at Five Giralda Farms, Madison, New Jersey 07940, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, application no. 09/556,390, filed April 24, 2000, for Novel Cell Systems Having Specific Interaction of Peptide Binding Pairs in the names of Kathleen H. Young and Jian Cao, as indicated by an assignment duly recorded in the United States Patent and Trademark Office ("USPTO") at Reel 010963, Frame 0487 on July 28, 2000, a document evidencing a change in name from American Home Products Corporation to Wyeth recorded in the USPTO at Reel 012828, Frame 0928 on April 12, 2002, and an assignment from Wyeth to American Cyanamid 00000166 09556390

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04/11/2003 AWONDAF

01 FC:1814

110.00 OP

Company submitted for recordation on January 30, 2003, but, to the undersigned's knowledge, not yet recorded by the USPTO as of this date. A copy of the latter assignment and recordation form cover sheet is attached as Exhibit 1. Assignee, American Cyanamid Company, further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,284,519, as indicated by an assignment duly recorded in the USPTO at Reel 7189, Frame 0943 on September 6, 1994.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,284,519. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of prior U.S. Patent No. 6,284,519, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a

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reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

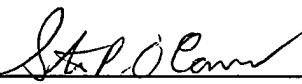
If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

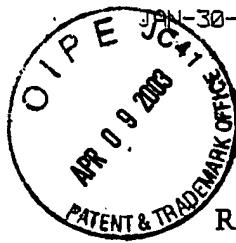
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: April 9, 2003

By: 
Steven P. O'Connor
Reg. No. 41,225

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Recordation Form Cover Sheet
Patents Only

U. S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

2. Conveyance Types

Assignment License Security Agreement
 Other Change of Name Merger

3. Conveying party(ies):

Wyeth

- License
- Change of Name

- Security Agreement
- Merger

Additional name(s) of conveying party(ies) attached

Yes
 No

Execution Date: December 30, 2002

4. Receiving party(ies):

American Cyanamid Company
Five Giralta Farms
Madison, New Jersey 07940

Additional name(s) and address(es) attached:

Yes
 No

5. Correspondent address:

Darryl L. Webster
Wyeth
Patent Law Department
Five Giralta Farms
Madison, NJ 07940
Tel. No. (973) 683-2159

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Assignment1RecordationCover.dot - Rev 1/03

Page 1 of 2

Recordation Form Cover Sheet

6. Application number(s) or patent number(s): 09/556,390
If this document is being filed together with a new application, the execution date of the application is
A. Patent Application Number(s):
B. Patent Number(s):
C. Patent Cooperation Treaty (PCT) Application Number(s) (only if a U.S. Application Number has not been assigned):
Additional numbers attached:
 Yes
 No

7. Pages: Enter the total number of pages of the attached conveyance document including any attachments: 2

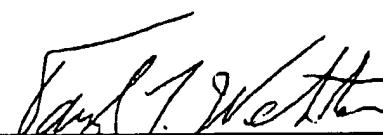
8. Total number of properties involved: 1

9. Total Fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account.

10. Deposit Account Number: 01-1300
Authorization is given to charge any additional fees to deposit account.
(Attach duplicate copy of this page if paying by deposit account).

11. Statement and Signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

1/30/03
Date



Darryl L. Webster
Attorney for Applicants
Reg. No. 34,276

Ticket No: ACY 32,352P1
Patent

For: U.S. and/or Foreign Rights
For: U.S. Application or U.S. Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR: Wyeth, a company organized and existing under the laws of the State of Delaware, United States of America having a principal place of business at Five Girarda Farms, Madison, NJ 07940, hereby sells, assigns and transfers to ASSIGNEE:

AMERICAN CYANAMID COMPANY

a corporation organized and existing under the laws of the State of Maine, United States of America having a principal place of business at Five Girarda Farms, Madison, New Jersey, 07940 United States of America

and the successors, assigns and legal representatives of the ASSIGNEE their entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**NOVEL CELL SYSTEMS HAVING SPECIFIC INTERACTION OF PEPTIDE
BINDING PAIRS**

and which is found in

- (a) U.S. application Serial No.09/556,390 filed on April 24, 2000
- (b) U.S. Patent No. issued on:
[Check (c) if foreign application(s) is also being assigned]
- (c) and any legal equivalent thereof in a foreign country,

including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, extension, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters Patent for said invention in any of said countries in its own name, or in ASSIGNOR'S name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in

cket No: ACY 32,352P1
Patent

ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuations, continuations-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to its ASSIGNEE.

Wyeth
Gale R. Matthews
Assistant Secretary

ACKNOWLEDGMENT

State of New Jersey }
ss:
County of Morris }

On the 30th day of December 2002, Gale F. Mathews personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Ray E. Bradbury
Notary Public

KAY E. BRADY
NOTARY PUBLIC, State of New Jersey
No. 2159283
Qualified in Morris County
Commission Expires Oct. 30, 2005